

## I. General, scope of application

- (1) These Terms and Conditions ("Terms") govern the TERMS AND CONDITIONS FOR SALE OF SPARE PARTS OF MOS ROBOTICS. Counter-confirmations of the customer referring to its own general terms and conditions and/or terms and conditions of purchase are hereby objected to. Deviating or contrary general terms and conditions of the customer can only become part of the supply contract if they have been expressly accepted by us in writing. Our TERMS AND CONDITIONS FOR SALE OF SPARE PARTS OF MOS ROBOTICS shall also apply to all future offers, deliveries and other services provided to the customer, even if they are not expressly agreed upon again.

## II. Conclusion of contract for delivery of spare parts

- (1) Our offers shall be subject to confirmation and non-binding unless they are expressly and in writing indicated as binding or contain a specific acceptance period.
- (2) A binding supply contract shall be concluded only upon the customer signed our written offer in due time, provided that this written offer was expressly indicated by us as binding or contains a specific acceptance period; in all other cases, a binding supply contract shall be concluded only upon our written order confirmation or the signing of a written contract by both parties.
- (3) We reserve all rights in ownership, copyrights and all intellectual property rights (including the right to file applications for these rights) in all drawings, plans, catalogues, samples, cost estimates, other documents and software provided to the customer prior to or after the conclusion of a supply contract. The aforementioned documents, in particular also offers and order confirmations as well as software, are confidential and shall only be used for the conclusion and execution of the corresponding supply contract between us and the customer ("Intended Purpose") and shall only be provided to third parties upon our prior written consent. The confidentiality obligation and the prohibition of use for any other than the Intended Purpose shall also apply if no supply contract is concluded and shall survive the termination of the supply contract, irrespective of how the supply contract ends.
- (4) Prior to any conclusion of a supply contract, the customer shall inform us in writing if the requested delivery item:
  - is not intended to be exclusively fit for customary use
  - will be used under unusual conditions or under conditions placing higher demands on the delivery item or representing an increased risk to health, safety or the environment, or
  - is intended for the processing of unusual materials.

## III. Scope of delivery, reservation of the right to make changes

- (1) Content and scope of our performance obligation shall be determined exclusively by the content of (i) our written offer indicated by us as binding or containing a specific acceptance period respectively, (ii) our written order confirmation or (iii) the written supply contract signed by both parties.
- (2) We reserve the right to change the design or materials to the extent that the delivery item's customary use or its use required by the supply contract is not significantly impaired and the changes are reasonable to the customer.
- (3) If the delivery item is manufactured in accordance with customer's demands and is not a serial product manufactured by us (customized designs), the pertaining documentation may deviate from our documentation standard as well as from the documentation standard customary throughout MOS Robotics. In particular, scope, form and function of the documentation can deviate and/or be less comprehensive.

## IV. Prices, payment

- (1) Prices for Parts are applicable only for delivery within EU and do not include sales, use, excise or any other taxes, or export duties, or assessments.
- (2) Payment for Parts shall be made in Euro or Bulgarian Lev.
- (3) The shipment of the parts will be executed after receiving an advance payment from the customer in an amount and under terms according to the order confirmation. If expressly agreed with a general

contract between MOS Robotics and the customer, the obligation of advance payments might be waived against bank assurance.

- (4) MOS Robotics invoices the customer for the spare parts once shipped to the customer or during receipt of the parts from the customer at MOS Robotics site, unless otherwise agreed in writing.
  - (5) Unless otherwise specifically agreed in writing, prices shall be Ex Works (EXW Incoterms 2010). All additional costs such as packaging, shipping, insurance as well as value-added taxes and all other taxes and duties are not included. The costs for packaging, shipping as well as for insurances expressly requested by the customer shall be separately charged at the prices applicable at the time the costs are incurred. If we exceptionally take over the unloading and bringing-in of the delivery item, we may, in addition to the agreed price, demand from the customer reimbursement of the necessary costs incurred for the unloading and bringing-in of the delivery item. If we have also assumed the installation, assembly or commissioning, the customer shall also bear – unless otherwise agreed in writing – in addition to the agreed price for the delivery, all costs incurred for the installation, assembly or commissioning according to the price list applicable at the time the work is performed. If a tax or levy is to be withheld or deducted from a payment to be made under this contract, the Customer shall increase the payments to be made under this contract by an amount which ensures that MOS Robotics will receive after this withholding or deduction an amount corresponding to the agreed prices.
  - (6) The advance payment for spare parts paid by the customer after order confirmation will be deducted from the final delivery invoice.
  - (7) Payments shall be made free of charge and without any deductions to our bank account indicated in the invoice. Irrespective of the method of payment, payment shall only be deemed to have been made when the full invoice amount has been irrevocably credited to our bank account so that we can dispose it (receipt of payment). All additional costs arising from the method of payment chosen by the customer, shall be borne by the customer.
  - (8) If the customer fails to pay the contract price within 10 days after the date of the invoice or within any deviating, expressly agreed payment period in writing respectively, we may demand interest of 9% p.a. above the main refinancing interest rate of the European Central Bank without the need for a reminder and without prejudice to any other legal remedies. We reserve the right to prove higher actual damage.
  - (9) MOS Robotics is entitled, despite instructions to the contrary from the Customer, to initially set off payments against older claims or against costs and interest already incurred.
  - (10) The customer shall pay interest in the amount of 9% p.a. above the main refinancing interest rate of the European Central Bank on the remaining debt due for payment.
- ## V. Delivery, passing of risk and assurance
- (1) We may make partial deliveries, unless excluded by the parties in writing.
  - (2) Unless otherwise expressly agreed in writing, delivery shall always be made Ex Works (EXW Incoterms 2010); accordingly, all transportation and customs costs shall be borne by the customer and the risk shall pass to the customer at the time the delivery item is ready for shipment at our manufacturing plant.
  - (3) Unless otherwise expressly agreed in writing, delivery shall also be agreed to be Ex Works (EXW Incoterms 2010) if the transportation is organized by us and/or the supply contract stipulates that we shall install, assemble and/or commission the delivery item at the place of destination.
  - (4) If other delivery terms than a delivery Ex Works (EXW Incoterms 2010) are agreed upon, in particular other Incoterms clauses, unless otherwise expressly agreed in writing, the risk shall also pass to the customer at the latest with receipt of the delivery item by the first freight carrier.
  - (5) If the shipment and/or the transportation of the delivery item are delayed due to circumstances we are not responsible for, irrespective of the agreed delivery terms, the risk shall pass to the customer at the latest upon the notification of the readiness for shipment.

- (6) Irrespective of the agreed delivery terms – unless otherwise expressly specified in writing in the order confirmation –, the unloading as well as transportation of the delivery item from the unloading site to the place of installation shall not be part of our obligations.
- (7) At the customer's request, all deliveries shall be insured at its expense from the passing of risk and until the contract price has been paid in full. In the event of any damage, we shall assign to the customer any claims arising from the insurance policy concurrently (Step by Step) in exchange for the fulfillment of all contractual obligations of the customer (including the reimbursement of the insurance premium). To the extent that the customer does not desire such an insurance by us, the customer shall insure the delivery item at the reinstatement value from the passing of risk and until the contract price has been paid in full. If the customer does not provide evidence within 10 days after the conclusion of the supply contract at the latest that such an insurance has been concluded in its name and at its expense, we may conclude the specified insurance contracts at the customer's expense; the customer hereby irrevocably grants us the corresponding power of attorney.

#### VI. Notification of defects and warranty rights

- (1) The customer may only refuse receipt and/or acceptance of the delivery item if the delivery item is obviously and significantly defective or if the quantity deviates significantly. Such refusals shall be made in writing without undue delay, stating the reasons. In this context, the customer is aware that the full operational capability of individually designed machines will only be achieved after expiry of a reasonable running-in period.
- (2) The customer shall inspect the delivery item and/or the documents without undue delay after receipt and send us a written notification regarding any obvious defects in the delivery item and/or the documents without undue delay, however, no later than within 7 calendar days after receipt, and specify the type of defect in detail.

The customer shall lose all the rights in case of defects in the delivery item and/or the documents recognizable within the scope of an inspection, if it fails to notify us accordingly in writing within the above-mentioned periods, specifying the type of defect in detail, irrespective of the customer's reasons for not complying with these requirements. The customer's written notification of defects shall be sent within the above-mentioned periods in writing; moreover, the notification of defects sent in due time must actually be received by us.

- (3) Notifications with respect to hidden defects shall be made in writing without undue delay, however, no later than within 7 calendar days after the customer detected such defect. The customer shall lose all rights in case of a hidden defect if it fails to notify us accordingly in writing within such period, specifying the type of defect in detail, irrespective of the customer's reasons for not complying with these requirements. The customer's written notification of defects shall be sent within 7 calendar days after the customer detected such defect; moreover, the notification of defects sent in due time must actually be received by us.
- (4) If, after the customer has sent a notification of defects, a defect in the delivery item cannot be ascertained, the customer shall reimburse us for any costs incurred in connection with the inspection of the delivery item.
- (5) If there is a defect in the delivery item or the documents, we may remove such defect at our sole discretion, either by repair or by replacement delivery. If the customer does not give us this opportunity, we shall not be liable for the resulting consequences. The Customer shall grant MOS Robotics the time and opportunity reasonably required to remedy the defect. Parts replaced within the scope of the subsequent improvement shall become the property of MOS Robotics and must be handed over immediately by the Customer.

To the extent that the defect in the delivery item or the documents is not removed within a reasonable period of time by repair or by replacement delivery, the customer may – after having set in writing another reasonable grace period of at least 90 days to no avail

- request reduction of the contract price in an amount proportional to the reduced value of the delivery item. If there is a defect in the delivery item or the documents, the customer may not request cancellation of the supply contract instead of reduction of the contract price.

Any and all other rights in case of defects, claims and rights on the part of the customer for removal of defects, any liability or damage claims as well as any and all further contractual and non-contractual claims of the customer against us shall be excluded to the extent permitted by law.

- (6) In the absence of a deviating written contractual provision, a defect does not exist merely because the delivery item does not comply with the technical and other norms applicable in the country of destination (registered office of the customer) or because the delivery item is not suitable for specific purposes.
- (7) A defect shall not be deemed to exist in the event of a merely insignificant deviation from the quality agreed, a merely insignificant impairment of the usefulness, an inappropriate or improper use of the delivery item, an incorrect assembly and/or commissioning by the customer or by a third party not engaged by us, natural wear and tear (in particular of consumables), an incorrect or negligent handling of the delivery item, insufficient maintenance measures, changes or extensions made by the customer or third parties and the resulting consequences, inappropriate supplies and replacement materials, poor construction works, inappropriate ground, chemical, electrochemical, electric or electronic influences, insofar as they are not attributable to our fault. If a customer or third party makes improper repairs, we shall not be liable for the resulting consequences. The same shall apply to changes to the delivery item made without our prior written consent.
- (8) The limitation period for the assertion of claims arising from defects as to quality and defects in title shall – to the extent permitted by law and in deviation from the statutory provision – be limited to 12 months as of the day of receipt of the delivery item by the customer.

With respect to repairs or replacement deliveries made by us, the limitation period for the assertion of claims arising from defects as to quality and defects in title shall end at the same time as the limitation period applicable to the delivery item pursuant to this Section ends.

These limitation periods shall also apply to any non-contractual claims arising from defects as to quality and defects in title. The assertion of claims shall always be subject to the prior, timely notification of defects pursuant to the above paragraphs. (2) and (3).

- (9) In the following cases there shall be no warranty claims: in the event of natural wear and tear, faulty or negligent handling, excessive strain, use of unsuitable equipment, special external influences not assumed under the contract, improper performance of repair work or modifications by the Customer.
- (10) Unless otherwise expressly agreed in writing, we shall deliver the delivery item free from intellectual property rights and copyrights of third parties exclusively in the country to which our delivery is made. If the normal use of the delivery item results in an infringement of intellectual property rights or copyrights in the country of delivery, we shall, at our expense, procure the right to further use of the delivery item for the customer, or reasonably modify the delivery item for the customer in such a way that the intellectual property right is no longer infringed. If this is not possible on commercially reasonable terms or within a reasonable period of time, the customer may rescind from the supply contract and request repayment of the contract price from us. Under the aforementioned conditions, we may also rescind from the supply contract.
- (11) Our obligations set forth in Section VI. paragraph (9) shall be final and conclusive in the event of an infringement of intellectual property rights or copyrights. Any and all further rights based on defects, claims and rights of the customer for removal of defects, any liability or damage claims as well as any and all further contractual and non-contractual claims of the customer against us shall be excluded to the extent permitted by law.

Moreover, our obligations set forth in Section VI. paragraph (10) shall only exist if

- the customer notifies us without undue delay in writing about any infringement of intellectual property rights or copyrights asserted;
- the customer supports us, to a reasonable extent and at its own expense, in connection with the defense of the claims asserted and/or enables us to perform the modification works pursuant to Section VI. paragraph (10);
- all defense measures, including out-of-court settlements, remain reserved to us;
- the customer is not responsible for the infringement of intellectual property rights or copyrights;
- the legal defect is not based on any instruction by the customer and/or
- the violation of law and/or rights was not caused by the customer changing the delivery item without authorization or using it in any manner not compliant with the supply contract.

Should the customer discontinue using the delivery item for reasons of reducing the damage or for any other good cause, it shall inform the third party that the discontinuance of the use does not imply an acknowledgment of the infringement of the intellectual property right. Any discontinuance of the use shall be coordinated with us in advance. In case the customer is responsible for the infringement, the customer shall indemnify us from third parties claims arising from the infringement.

- (12) If the customer culpably contributed to causing the defects, in particular due to non-compliance with its obligation to prevent and reduce damage, we may claim damages in an amount equivalent to the respective contribution.
- (13) In the event that any used delivery item is sold, any claims based on defects shall be fully excluded, unless a mandatory liability under statutory law applies.
- (14) MOS Robotics warrants that for twelve (12) months for new parts and six (6) for used or repaired parts after shipment, [the "warranty period"] the party will meet their published specifications. MOS Robotics disclaims all other representations and warranties of any kind with respect to the parts including, without limitation, any warranties or representations as to merchantability or fitness for a particular purpose. Wear and tear parts are not warranted by MOS Robotics.

#### **VII. Returns**

- (1) No new Parts may be returned to MOS Robotics without MOS Robotics' approval.
- (2) If MOS Robotics agrees to a return, Buyer is solely responsible for the costs and risks of returning the Parts to MOS Robotics. Reimbursement for returned new Parts shall be the full credit of the purchase price less a fifteen percent (15%) restocking fee.
- (3) Used parts are no subject to returns.

#### **VIII. Refurbish/Repair**

- (1) Should Buyer request MOS Robotics to evaluate and or refurbish/repair a used Part, the following shall apply:
  - a) MOS Robotics shall confirm that the request is executable and the part is subject to refurbishment/repair.
  - b) If the request is executable, MOS Robotics shall send a quotation for the desired evaluation.
  - c) In order to start with the part evaluation, the customer needs to send the parts to MOS Robotics at his expense and responsibility together with a written description in the provided form. Once the evaluation fee is being paid, MOS Robotics shall perform the evaluation of the Part and inform Buyer of the cost for refurbishment/repair.
  - d) Upon completion of its evaluation MOS Robotics shall inform Buyer in writing of the cost to refurbish/repair the Part. Within sixty (60) days of receipt of such notice Buyer shall either:
    - Issue a purchase order to MOS Robotics to refurbish/repair the Part, which purchase order shall be subject only to these Terms; or

- Advise MOS Robotics that he does not want MOS Robotics to refurbish/repair the Part in which case the Part shall be returned to Buyer at its cost and expense.
- (2) If Buyer fails to notify MOS Robotics of its election to refurbish/repair within such sixty (60) day period then, at its option MOS Robotics may retain the Part. In such case Buyer waives any further rights to the Part which shall become the property of MOS Robotics.

#### **IX. Integrity clause**

- (1) The parties are committed to a corruption-free business environment. They undertake to refrain from corrupt behavior and other criminal acts and to take all necessary measures to avoid them. In particular, they commit to take precautionary measures against the serious misconduct listed below:
  - Offences in business transactions, in particular money laundering, fraud, embezzlement, falsification of documents, falsification of technical records, falsification of data relevant to evidence, indirect falsification of documents, suppression of documents as well as agreements restricting competition in offers.
  - Offering, promising, or granting benefits to domestic or foreign civil servants, public officials or persons with special obligations for the public service who participate in the award or execution of contracts.
  - Offering, promising, or granting or demanding, letting oneself be promised and accepting advantages vis-à-vis business partners in return for unfair preferential treatment in national or international business transactions.
  - The betrayal or obtaining of business and trade secrets as well as the unauthorized exploitation of documents.
  - Infringements of national (ARC) and European competition and antitrust law.
- (2) In the event of a breach of an obligation under IX. (1) by one party, the other party shall be entitled to exercise extraordinary termination.
- (3) In the event of a breach of an obligation under IX. (1) by one party, the other party shall be entitled to cease further business contacts with the infringing contracting party without this giving rise to any claims by the infringing party, irrespective of the legal basis.

#### **X. Place of performance, confidentiality, governing law, dispute resolution, severability clause**

- (1) Unless otherwise agreed in writing, the place of performance shall be 9000, Varna (Republic of Bulgaria).
- (2) The customer shall treat any and all of our manufacturing, trade and business secrets of which the customer has obtained or will obtain knowledge in connection with the contract negotiations, the supply contract or otherwise strictly confidential and to exclusively use such secrets for the purposes of the respective supply contract. Any other use or communication to third parties shall be prohibited. The confidentiality obligation and the prohibition of use shall survive the termination of the supply contract. In particular the customer shall impose the same obligations on its employees and auxiliary persons and shall be liable towards us for compliance with such obligations.
- (3) The supply contract shall exclusively be governed by Bulgarian law, excluding the United Nations Convention on Contracts for the International Sale of Goods ("CISG").
- (4) Any disputes arising from or in connection with the supply contract, including any questions relating to the existence, validity or termination of the supply contract, shall be exclusively resolved in the Bulgarian court pursuant to the provisions of the Bulgarian law in the version applicable as of the time of conclusion of the supply contract. The language of the proceedings shall be Bulgarian.
- (5) To the extent the parties have provided for a written form requirement in these Terms and Conditions for Sale of Spare Parts or in the supply contract and unless otherwise agreed, the electronic transmission, which enables permanent record of the content of the declaration, shall be deemed equivalent to the written form. However, the conclusion of an effective and valid supply contract pursuant to Section II. paragraph (2) requires signatures of the parties in all cases.

- (6) Should any provision of the supply contract or these Terms and Conditions for Sale of Spare Parts be invalid in whole or in part for any reason, this shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced in writing by mutual agreement. If the respective provision cannot be replaced by mutual agreement, the invalid provision shall be replaced by such provision coming as close as legally possible by observing the purpose of the respective supply contract as intended by the parties.